



Initial: _____

Fat Eye Studios Inc. - FILM LOCATION AGREEMENT

Lessee: _____

Lessor: FAT EYE STUDIOS, INC.
4466 Worth St., Unit E & G,
Los Angeles, CA 90063

1. Lessor hereby grants to Lessee, and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the property at 4466 Worth St., Unit E _____ (The Annex Studio) and/or Unit G _____ (The East+West Studio), Los Angeles, CA 90063 ("Property") for the purpose of photographing and recording certain scenes for the Project titled: _____ commencing on _____ to _____.
2. Lessee may place all necessary facilities and equipment, including temporary sets, on the Property (in areas designated by Lessor), and agrees to remove the same after completion of work and leave the Property in as good condition as when received. Any painting or alterations must be approved by Lessor and shall be restored to original condition by Lessee.
3. All rights of every kind in and to all photographs, sound recordings and any other film or video made on the Property shall be and remain vested in Lessee. and neither the Lessor, Owner nor any tenant or other party having an interest in the Property shall have any right or action against the Lessee or any other party arising out of any use of the photographs, film, video and/or recordings.
4. For the right and use of the Property, Lessee agrees to pay Lessor the sum of \$ _____ / 12 hours for each shoot day and \$ _____ / 12 hours for each prep and or wrap day(s). Total sum amounting to \$ _____. Overtime beyond 12 hours shall be charged at a rate of \$ 250.00 / hour on shoot days and \$ 150.00 / hour on prep and wrap days. All charges other than overtime shall be payable before commencement of any work. If an hourly rate is agreed to as part of this agreement it shall be for a minimum of 2 hours. If Lessee's use of the Property exceeds 4 hours a full days rate shall be charged to Lessee.
5. If the Cyc is used for the Project Lessee agrees to pay an additional fee of \$150.00 for Lessor to repaint white after use. If Lessee requests the cyc to be painted a non-white color (i.e. green or blue) an additional fee of \$350.00 will be due for Lessor to paint said color and then repaint to white after use by Lessee. Lessee may elect to paint cyc themselves using paint approved by Lessor and cyc painting charges will not apply. If flats are used by Lessee they must be replaced on flat carts and

properly anchored per Lessor's approval. Any props used by Lessee shall be returned to their proper storage area. If bathrooms are used for more than 2 days a fee will be charged for restocking. Lessee may elect to restock bathrooms themselves at no charge. Single ply/sewer safe toilet paper must be used.

6. A refundable deposit of \$ shall be required to cover any extra filming charges, overtime charges, cyc painting, cleaning and/or any damages caused by Lessee or any parties employed or related to Lessee and any cancellation charges incurred per paragraph 7.
7. A Cancellation fee shall be charged to the Lessee if Lessee cancels the project at anytime within 72 hours prior to the first scheduled dated of use of the Property, regardless of the reason for cancellation. Lessee understands and acknowledges that a cancellation within 72 hours will have caused Lessor to sustain costs and expenses in making the Property available for use by Lessee pursuant to this Agreement. The parties to this agreement deem the sum of 25% of the total Location Fee Due for scheduled dates to be a fair and reasonable value for the time, effort, expense, inconvenience, etc. associated with a cancellation by the Lessee within 72 hours of the scheduled commencement date. The parties deem the sum of 50% of total rental to be a fair and reasonable value as noted above, associated with a cancellation by the Lessee within 48 hours of the scheduled commencement date. The parties deem the sum of 75% of total rental to be a fair and reasonable value as noted above, associated with a cancellation by the Lessee within 24 hours of the scheduled commencement date. In the event Lessee cancels or reduces the term of rental once Lessee has commenced use of the Property, the entire rental amount and associated fees (such as equipment rental) will be forfeited to Lessor by Lessee, with no refund of any fees for any unused portion of rental.
8. **Insurance requirements:** At its own expense and at all times during the term hereof, Lessee shall procure and maintain insurance that fully covers the risks and indemnity obligations assumed by Lessee under this Agreement, including Workers' Compensation Insurance to provide statutory worker's compensation benefits as required by law and General Liability and Property Damage Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence. Prior to the commencement of this Agreement, Lessee shall provide Lessor evidence of Lessee's insurance which names Lessor and Owner of the Property as additional insured:

Lessor:
FAT EYE STUDIOS, INC.
Brian Lee Boehner
4466 Worth St., Unit E & G
Los Angeles, CA 90063

Owner:
Roman Empire, LLC
Elisa Amezquita
4466 Worth St.
Los Angeles, CA 90063

9. Lessee shall indemnify, defend and hold Lessor, Owner and all other parties lawfully in possession of the Property including Lessor's guests and employees harmless from any and all claims, losses and liabilities arising from Lessee's use of the Premises or the Property and from the conduct of its business at the Property and from any activity, work or occurrence which may be permitted or suffered by Lessee in or about the Premises or the Property and from any and all costs, damages, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, including negotiations in connection therewith. Lessee hereby assumes all risk of damage to property or injury or death to persons in or about the Property from any cause, and Lessee hereby waives all claims in respect thereof against Lessor and Owner.
10. No alcoholic beverages, illegal substances, or firearms are permitted inside or outside the Property including the parking lot. Smoking is not permitted inside the Property unless required for a scene being filmed. Smoking is permitted in a designated area outside the Property and butt cans must be provided.
11. Any use of pyrotechnics (flashboxes, firearms, smoke, interior fireworks, cannons, open flame of any kind, etc.) by Lessee must be approved by the Lessor and any required effects permits be obtained by the Lessor. Any fog or stage smoke effect(s) must use a water-based preparation.
12. Lessee agrees that any special effects with open flames, explosions, etc. shall be supervised by a licensed pyro technician who shall obtain the required City of Los Angeles Fire Dept. Effects Permit.
13. **Miscellaneous:** Lessee shall be responsible for removing their own trash each day and shall not use dumpsters in the parking lot as some of these belong to neighboring businesses. Lessee shall only park in spaces in the parking lot designated by Lessor as other spaces are reserved for neighboring businesses. Lessee shall be allowed to use spaces in the lot. Lessee shall designate a crew member to enforce this during parking by the Lessee. Lessee shall be responsible for security for sets, equipment and vehicles at the Property during the shoot and left overnight. Lessee hereby acknowledges that Fat Eye Studios is not a sound insulated stage. Lessee shall be responsible for cleaning the studio and restrooms after use or a cleaning fee will be charged.
14. Lessee shall respect neighboring businesses and residential properties by not blocking driveways and keeping exterior noise levels to a minimum.
15. Lessee hereby acknowledges and is advised that Fat Eye Studios is not a Certified Stage. Therefore depending on their project Lessee may be required and is responsible to obtain a filming permit from Film LA at their expense.
16. Lessee agrees to abide by and follow all COVID-19 protocols described and outlined in the document, **"County of Los Angeles Department of Public Health, Order of**

Initial: _____

the Health Officer, Reopening Protocol for Music, Television and Film Production: Appendix J, Effective as of Friday, June 12, 2020” which can be found at link here: http://publichealth.lacounty.gov/media/coronavirus/docs/protocols/Reopening_MusicTelevisionFilmProduction.pdf and attached hereto as an Addendum to this agreement.

17. This 4 page agreement constitutes the complete understanding of the parties hereto with respect to the subject matter hereof and cannot be changed except by an instrument in writing and signed by both parties.

Accepted by and Agreed to:

Accepted by and Agreed to:

Authorized Signature (Lessor)

Authorized Signature (Lessee)

FAT EYE STUDIOS, INC.
(Brian Lee Boehner)

Printed Name

Printed Name

213.255.0726

Phone #

Phone #

Lessor

Title

Date

Title

Date